



Paul R. LePage  
GOVERNOR

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION  
16 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0016

David Bernhardt  
COMMISSIONER

May 22, 2015  
Subject: **Augusta**  
State WIN: PH20150506HQQ  
**Amendment No. 2**

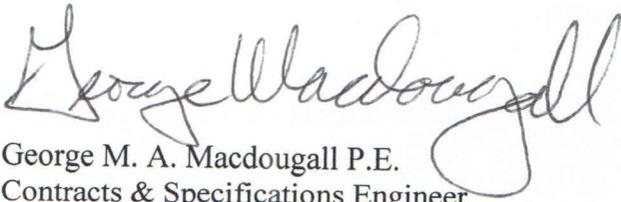
Dear Sir/Ms:

Make the following change to the bid document:

**REMOVE** pages 21 thru 29, "Appendix A", and **REPLACE** with the attached revised "Appendix A", 9 pages, dated 5/22/2015.

Consider this change and information prior to submitting your bid on **May 27, 2015**.

Sincerely,



George M. A. Macdougall P.E.  
Contracts & Specifications Engineer



PRINTED ON RECYCLED PAPER

**APPENDIX A**  
**SPECIAL PROVISION - SPECIFICATIONS OF WORK TO BE PERFORMED**

Contractor: \_\_\_\_\_

**SCHEDULE OF ITEMS**

**The Department will reject bids if any one of the following occurs:**

- a) the Bid is not Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment,
- b) the Bid/Contract is not signed,
- c) the price for any item is not provided or is unreadable,
- d) the Bid contains any irregularities, such as: handwritten changes may not be made to the contract.

**The Bidder will have no opportunity to cure the above Non-curable Bid Defects. For clarification, questions, comments/recommendations use the "Request for Information" form as directed in the Notice and Instructions.**

Item Description	Estimated Quantity and Units	Unit Price = Bid Amount per Unit	TOTAL BID = Unit Price x Estimated Quantity
MaineDOT Headquarters - Grounds Maintenance-June 2015 to October 2015 ( April 1 to October 31 for any additional years )	5 Months	\$	\$
Bark Mulch – Supply, Deliver and Place	10 Cubic Yards	\$	\$
<b>TOTAL Bid (summation of Unit Price X Estimated Quantity)</b>			<b>\$</b>

**MANDATORY PRE-BID MEETING**

Interested bidders are mandated to attend the walk-through of the Work site on May 13, 2015 at 9:00am, in order to view the entire MaineDOT site at 24 Child Street, Augusta ME. 04330. Only Contractors that attend the meeting and sign in will be allowed to bid. Following the pre-bid meeting, the sign in sheet for the meeting will be included with a written bid amendment available at <http://www.maine.gov/mdot/contractors/>.

Bidders shall direct all technical, including requests for explanations or interpretation, in writing to the Bid Contact Person noted in the Notice to Contractors using the "Request for Information" form. RFI's may be faxed or submitted electronically submitted via e-mail in accordance with the Notice to Contractors and the RFI Instructions contained in these documents. Bidders may attach separate sheets with questions to the "Request for Information" form.

The Department is not bound by any oral, written or other representations, including information exchanged verbally at pre-Bid meetings. The Department will issue a written Bid Amendment in response to questions from Bidders when the answers: (A) relate to ambiguous, incorrect, or missing information in the Bid Documents; (B) are not apparent to Contractors experienced in the type of Work covered by the potential Contract; and (C) could have a significant impact on the cost, quality, conformity or timeliness of the Work.

## **PRE-AWARD CONDITIONS**

As a condition for Award of the Contract, the Department may require an apparent successful Bidder to demonstrate to the Department satisfaction that the bidder is responsible, qualified and licensed to perform the Work. The Department will provide the bidder with a written notice and may require the bidder to provide written documentation regarding successful completion of projects of similar size and scope to be considered for the award of this contract. This requirement includes written documentation of the experience of the Contractor and/or subcontractor(s) who will be performing the Work specified in the contract documents, a list of recent experience in similar projects, including;

1. the name of the Contract Administrator for whom the Work was performed
2. the name and telephone number of a contact person
3. a description of the Work performed
4. the total cost of each project
5. the names(s) of your subcontractor's, project superintendent(s) and foremen who had direct supervisory responsibility for the projects listed.

Said experience shall include, as a minimum, at least three (3) projects of equal or greater complexity as the Work required by this Contract completed in the last (5) years. A statement of the bidder's qualifications that includes the personnel and equipment available for the Work, shall be included. The Department will notify the Apparent Successful Bidder of the requirements for post-bid, pre-award qualifications and the Bidder must provide all of the items within 14 days of the notice. The Contractor shall submit two copies or an electronic copy of all required submittals to the Department. Upon receipt of the pre-award submittals, the Department will review the submissions and determine if the available evidence or information satisfies the Department requirement that the bidder is qualified to properly carry out the terms of the Contract. The qualification and materials listing will be checked for general conformance with the information given in the contract documents. This review does not modify the Contractor's duty to comply with the contract documents.

The Department may determine:

1. Bidder is not qualified to properly carry out the terms of the Contract and the submission does not meet specifications and accepted standards and is not acceptable, as determined by the Department
2. Bidder qualified and submission reviewed with notes, no resubmission required

3. Bidder qualified and submission reviewed with notes resubmission required.

### **SCOPE OF WORK AND REQUIREMENTS**

**Hours of Work:** Work can be accomplished 7 days a week, between the hours of 0500 and 2000. The building is normally occupied between the hours of 0730 – 1630, Monday through Friday, except State holidays and government shut down days. The contractor will make every effort to perform all Work during unoccupied hours, unless approved by the Contract Administrator.

Following the initial term of the contract at the MaineDOT discretion, and upon mutual agreement with the Contractor, and the Department may opt to renew the contract for up to 2 additional one year periods that will run from April 1 to October 31, under all terms of the contract and at bid price per month.

**Supplies & Equipment:** The Contractor will furnish all supplies and equipment for accomplishment of all Work. Contractor's equipment shall be of the size and type suitable for accomplishing the various phases of Work described and/or needed, and shall operate from existing sources of the State furnished electrical power, water supply, etc.. Equipment considered by the Agreement Administrator to be improper or inadequate for this purpose shall be removed from the Work site and replaced with satisfactory equipment. At the discretion of the Contract Administrator, storage and supply areas, if available, may be provided to the Contractor. Such storage and supply areas shall be used at the Contractor's own risk. The Contract Administrator will allow the Contractor a temporary stockpile area for materials being used at this site(HQ). The area will have restriction in size and how long it can be there. If the Contractor exceeds the area size or time frame the Contractor will be financially responsible for any action taken by the MaineDOT. The MaineDOT is not responsible for any lost or stolen material. If State storage and supply areas are utilized, the State shall in no way be responsible for lost, damaged or stolen equipment or materials.

**Landscape Maintenance tasks:** The Contractor shall perform the following tasks.

1. Mow and edge lawns when needed, but no less than once per week
2. Prune back any tree, shrubs or ground cover to maintain the health of the said item and to keep a safe and obstruction free sidewalk and clear walkways of limbs or branches.
3. Remove litter, leaves and debris resulting from Work done in that area from plants, plant beds and turf areas. Clean Parking lots up from any debris resulting from Work done in that area.
4. Remove any broken or fallen branches from trees. Remove sucker growth from tree trunks.
5. Weeds are managed through the use of approved herbicide/s by State of Maine licensed applicators. Herbicide/s are to be applied no less than (3) times during the year by a licensed person to maintain a weed free ground.
6. Replace bark mulch each spring which is 2in. and under in depth. Mulch will not be required when shrubs or ground cover completely hide the soil.
7. If any decorative rock gravel is to be replaced, it will be done by the MaineDOT,

8. Check plants for overall health, signs of disease or stress. Replace plants that meet conditions for replacement at the Contractor's expense. Request for other dead or missing plants shall be authorized by the Contract Administrator.
9. Sweep or blow-clean all walkways as needed and after every mowing event.
10. The irrigation system will be checked and repaired, if needed, by the Contract Administrator before each season. The Contractor shall, at its sole expense repair any damage resulting from any act, omission or neglect of the Contractor.

**A. Additional Work:** All requests for Work that will require additional payment must be in writing. Work will not start until approval is in writing from the Contract Administrator. Failure to obtain written approval may result in non-payment. Emergency repairs may be made without prior authorization when public safety is a concern. In situations as this, make the repairs to protect the public or employees safety and immediately contact the Contract Administrator. Unless otherwise noted, request for additional Work must be made two weeks prior to the Work being started.

**B. Existing Conditions, Examination of Site:**

1. Within two weeks of starting date for Work under this contract, the Contractor shall make a thorough examination of current conditions at the site. The Contractor shall make a list of all landscaping items at the site in need of replacement, not healthy, missing or broken. A copy of this list with an itemized quote for correcting each item. The Contract Administrator representative will either authorize the Contractor's recommendations for correction or give written release from related responsibilities.
2. The contractor shall be considered to have examined both the landscaping and these specifications and thoroughly understand and familiarized himself/herself with the scope of Work when submitting this bid.

**C. Care of Trees**

1. Trees shall be maintained in a healthy, vigorous growing condition, free from disease and large concentrations of pest.
2. Prune trees only to remove dead, diseased, broken or dangerous branches and as required below.
3. Prune trees in only appropriate months as determined by an arborist. Prune in accordance with generally accepted standards for proper pruning.
4. Discard all tree trimmings off-site
5. Dead trees shall be replaced with size and appearance from the Contract Administrator.
6. Check with local authorities prior to pruning. The contractor is responsible in determining if permits are needed and shall pay for required permits.

**D. Shrubs and Plants:**

1. Shrubs and plants shall be kept healthy, vigorous condition, free from disease organisms and large concentration of pests.
2. Shrubs shall be natural pruned not sheered weekly as needed to remove broken, dead or diseased branches.
3. Shrubs found to be dead or missing shall be replaced with plant material of the same species at the expense of the contractor unless the loss was due to excluded damage.

**E. Fertilizer:**

1. Foliar applied fertilizer shall be water soluble and non-burning. Apply at manufacturers recommended concentration for plant type.
2. Granular fertilizer applied at maximum label rate for plant type and at no less than twice a year.
3. Application dates, type of product used and the amount applied shall be submitted with each billing cycle

**F. Weed Control:**

1. Weeds in turf areas shall be controlled using herbicide/s approved for turf use in Maine.
2. Weeds in landscape beds shall be controlled using herbicide/s approved for ornamental use in Maine.
3. When there is a risk of injury to ornamental plants from the use of herbicide/s, weeds will be hand pulled.
4. Applications dates, type of herbicides and the amount applied shall be submitted with each billing cycle.

**G. Mulch:**

1. Mulch source must be inspected and accepted by the Departments Contract Administrator before delivery.
2. Mulch shall be cared for as needed to create and maintain an even and uniform appearance over visible soil of each planted area.
3. The contractor shall add additional mulch regularly to maintain a layer no less than 2 inches in depth at all times in areas with existing mulch is present. The replacement of decomposed mulch will be the contractor's responsibility and part of this contract. Note: only 2 inches of mulch is required, however a deeper layer of mulch greatly reduces the labor and chemicals needed thorough out the year.
4. Replacement of large amounts of mulch, (over 1 cubic yard), which has been washed away will be paid as additional Work. Quotes will be submitted and approved by the Contract Administrator.
5. Mulch shall be uniform in appearance and free of leaves, sticks, or trash. Mulch may be chipped or shredded wood or bark. When replacing existing mulch, use a mulch product that is similar in appearance to that existing on site.
6. Avoid placing mulch against the trunk and root flair of landscape plants.
7. Method of Measurement and Payment for mulch measured and accepted for payment will be the number of cubic yards each, delivered and installed to the required depth as directed by the contract administrator at the contract unit price.

**H. Lawns:**

1. Lawns shall be kept in a healthy, vigorous condition, free of disease and pest.
2. Lawn height shall not exceed 5 inches at any one time.
3. Mow, edge and trim lawns weekly or as needed to maintain an even, well-groomed appearance.
4. Lawn clippings shall be removed off site. The Contractor is encouraged to use mulching mowers.
5. Weeds in turf areas shall be controlled as stated in the weed section.
6. Any lawn found dead or severely yellowed shall be replaced within two weeks with plant material of the same species at the Contractors expense, unless the loss was due to excluded damaged.

**I. Clean up and Litter Removal**

1. Sweep or blow-off walkways and sidewalks weekly. Sweeping of park lots is not part of this Work unless noted otherwise in contract.
2. Do not use blowers prior to 0700, or after 1900hrs or at any other hours restricted by law. Do not use blowers around parked vehicles. All litter shall be removed from sidewalks, walkways and planted areas weekly. In no case shall trash, litter, or leaves be blown or swept onto the property of others. All trash, litter, leaves, etc. shall be collected and disposed of properly off site.
3. The intent of this requirement is for the Contractor's workers should take great pride in the appearance of this site.

**J. Chemicals, Herbicide/s and Pesticide/s**

1. All chemicals shall be used in accordance with label directions and the manufacturer's handling methods. All chemicals shall be handled in accordance with all applicable regulations. Registered chemicals shall be used only on the advice from a State of Maine certified applicator.
2. Pesticides can be applied one hour prior of business and Herbicides applied during minimal employee presence

**K. Communications and Reporting:**

1. Every effort should be made for open communications between the Contract Administrator and the Contractor. The Contractor is encouraged to ask questions rather to make assumptions.
2. Weekly activity reports may be required upon a written request from the Contract Administrator.

**USE OF FACILITY**

1. Upon completing Work in each area around the building, the Contractor's personnel will assure that all debris is cleaned up.
2. Contract doesn't provide for closure of existing areas in the facility. If an area must be closed for safety reason the Contractor must have received approval from the contract administrator. The Contractor shall ensure that essential police, fire, rescue, and ambulance services have reasonable and timely access to and through the Work areas.

**CONTRACTOR PERSONNEL & RESPONSIBILITIES**

1. Contractor and their employees shall not utilize or operate State-owned equipment of any type without specific authorization of the Contract Administrator or authorized State employee. This is to include, but is not limited to all office machines, telephones, etc.
2. The Contactor will screen all personnel to assure MaineDOT that all employees are of good character. The Contractor shall employ only personnel skilled or capable of becoming skilled in Work being performed.

3. Safety - The Contractor is responsible for instructing employees in safety measures considered appropriate. The Contractor shall not permit any acts that could be deemed unsafe.

4. Contractor must comply with all Federal and State safety laws and regulations, including OSHA and MSDS requirements.

5. The Contractor shall at all times provide adequate supervision of employees to ensure complete and satisfactory performance of all Work in accordance with the terms of the contract. When there is more than one full time employee involved, the Contractor will have a responsible supervisor in the building when the Work is being conducted. The Contractor shall also instruct the Contract Administrator how the Contractor or supervisor can be contacted during normal business hours and outside of normal business hours.

6. Any employee of the Contractor who may, in any manner, be unsatisfactory to MaineDOT, either because of mannerisms, crude habits, criminal records or other reasons, shall immediately be replaced by another employee upon request of the Contract Administrator.

7. Subcontractors hired for this contract are subject to all terms and conditions of the prime contract and must supply Certificate of Insurance in the same amount as the prime contractor. No more than 15% of the Work under this contract may be performed by subcontractors and MaineDOT reserves the right to remove any unsuitable subcontractor.

8. Inspections of the Work will be made by the Contract Administrator or designee and if in the judgment of the Contract Administrator or designee, the appearance of the area under contract does not meet the standards set forth herein, the Contractor will be required to take immediate corrective action, and all payments for services shall cease until the level of housekeeping required has been attained.

11. Contractor will provide safety vest or safety shirts for employees and sub-contractors that are Working on MaineDOT Main Office grounds.

12. The Contractor will submit written monthly reports but not limited to what the contractor did for Work that month, the total number of employees and hours and the resources used to complete this task. This is to insure continued efficient communication and Work being. The contract administrator can modify information being requested to be more or less at any time throughout the contract.

## **CONTRACTOR AND EMPLOYEE REQUIREMENTS AND CERTIFICATIONS**

1. The Contractor is required to have 5 years of experience performing this type of Work.

2. The Contractor or subcontractor is required to have a valid license from the Board of Pesticides to apply any chemicals to MaineDOT grounds

3. Contractor must maintain on premises, a complete set of Material Safety Data Sheets (MSDS) and have them accessible to the Contract Administrator.

4. DRUG FREE WORKPLACE. By signing the Contract, the Contractor certifies that it shall provide a drug-free workplace by: publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition. Contractor will notify employees that as a condition of employment under the Contract that the employee will abide by the terms of the statement and notify the employer of any criminal drug conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

The Contractor shall notify MaineDOT and the Contract Administrator within ten (10) days after receiving notice of criminal drug convictions occurring in the workplace by an employee, or otherwise receiving actual notice of such conviction, and will take one of the following actions within 30 days of receiving such notice with respect to any employee who is convicted: take appropriate personnel action against the employee, up to and including termination, or requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency at the Contractor or employee's expense.

5. The safety of the public and employees at the MaineDOT Main Office is of the utmost importance. Therefore, any act of vandalism or harmful and illegal doings shall be immediately reported to the Maine State Police. All such occurrences shall be documented listing what happened, description of the individuals and description of their vehicle and license number if possible.

## **CONTRACT ADMINISTRATOR**

The Contract Administrator for this Contract will be:

Name: Scott Gray  
Title: Senior Technician  
Address: Maine Department of Transportation  
24 Child Street  
Augusta, ME. 04330  
Tel# (207) 624-3234

## **DEFAULT AND TERMINATION**

The Contractor is in Default of the Contract if the Contractor:

1. Fails to provide labor, Equipment or Materials specified in the Contract,
2. Fails to perform the Work with sufficient labor, Equipment, or Materials to assure the timely Completion of the Work,

3. Fails to perform Work when specified in the Contract.
4. Performs Defective Work, neglects or refuses to repair or correct Unacceptable Work when directed by the Department;
5. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency that could affect the Work in any way,
6. Discontinues the prosecution of the Work without the Department approval.
7. Continues to perform Work after the Department directs that Work be stopped.
8. Fails to follow recognized Safety Standards.
9. In any other manner, fails to perform the Work in Substantial Conformity with any material provision of the Contract.

Failure by the Contractor to perform the Work when required or to substantially meet other contractual requirements will result in the following actions:

1<sup>st</sup> Incident: If the Contractor does not take corrective action within 2 days upon receipt of verbal warning, the Department will issue a written warning.

2<sup>nd</sup> Incident: The Department will issue a written warning.

3<sup>rd</sup> Incident: The Department may (A) give written Notice of Default to the Contractor and immediately terminate the Contract by written Notice of Termination, or (B) take prosecution of the Work away from the Contractor without violating the Contract.